

AGREEMENT

Green Mountain Power Corporation and the Town of Lowell, Vermont

This Agreement (the "Agreement") is dated April 13, 2010, and sets out the terms of an agreement concerning agreements between the Town of Lowell, Vermont ("Lowell" or the "Town") and Green Mountain Power Corporation, a Vermont corporation with its principal office at 163 Acorn Lane, Colchester, Vermont ("GMP" and with Lowell, collectively, the "Parties").

WHEREAS, GMP intends to file a Petition in 2010 with the Vermont Public Service Board (the "PSB"), requesting permission to develop, construct, and operate up to a 63 MW wind project, currently named the "Kindom Community Wind Project", a description and map of which is attached hereto as Attachment 1 and incorporated by reference herein (the "Project") and is proposing to install and operate wind turbine generators ("WTG"s) in the Town of Lowell, Vermont and the Petition will call for all of the WTGs to be installed in Lowell; and

WHEREAS, GMP believes that the Project can be constructed and operated in a manner that minimizes potential impacts and that the benefits of the Project clearly outweigh its costs, but GMP also recognizes that close cooperation with the Town is critical to the success of the Project; and

WHEREAS, the Town has determined that the Project has the potential to be a net benefit, to provide much-needed revenue to the Town, and is an environmentally sound energy option for the State of Vermont, but at the same time, the Town believes that the Project will result in aesthetic changes in Lowell and as a result, minimizing and mitigating such impacts is critically important to the Town; and

WHEREAS, in the interests of compromise and establishing a mutually beneficial long-term relationship between the Town and GMP, and without conceding any factual assertions noted above regarding Project impacts, the Parties agree that it is in their mutual interests to reach understandings with respect to financial payments to the Town, potential project-related impacts, and other related matters.

Now, therefore in consideration of the foregoing premises and the representations, warranties and covenants contained herein, the Parties agree as follows:

1. Municipal Property Taxes, Supplemental Payments and Adjustments

- a. The Project description is set forth in Attachment 1 to this Agreement. The location of elements of the Project shall be as authorized by final order of the PSB.
- b. As used in this paragraph 1, the terms listed below shall be defined as follows:

Commercial Operation: “Commercial Operation” begins when electricity produced by the Project is made available on the distribution and transmission system for consumption by utility customers. It ends when the Project is no longer licensed to operate or when it ceases permanently to produce electricity for another reason.

Total Project Capability: “Total Project Capability” is the sum of the nameplate capacities, expressed in megawatts or kilowatts, of all Project turbines in Commercial Operation at a given time.

Tax Year: The “Tax Year” shall be the property tax year set by the Town of Lowell, currently the calendar year ended December 31.

Fair Market Value (“FMV”): The “Fair Market Value” of the Project shall be calculated annually by multiplying (i) the average annual output of the Project during the twelve months of the Tax Year for which the tax is paid and the previous four Tax Years (or, if the Project has been in Commercial Operation for fewer than five years, the average annual output for the years it has been in Commercial Operation), expressed in megawatt-hours, by (ii) \$90, deducting from that product, (iii) the average annual operating expenses directly attributable to the Project over the same period, and (iv) dividing the difference by the GMP capitalization rate of 16%.

Illustration of FMV Calculation:

Average of five years’ annual generation: 150,000 MWh
Multiplied by \$90: \$13,500,000
Less Average Operating Expenses of \$2,250,000: \$11,250,000
Divided by 16%: \$70,312,500 FMV

c. Property Tax Payments

Beginning the year in which Commercial Operation begins and thereafter until Commercial Operation ends, GMP shall pay to the Town the municipal portion of property taxes based on Project FMV, which represents an income capitalization approach to value determination. The tax rate attributable to municipal expenses, the total taxes due, and the value of the Project shall not be fixed by this Agreement, and as such this Agreement shall not constitute a tax stabilization agreement pursuant to 24 V.S.A. § 2741.

d. Supplemental Payments to Town

In addition to the property tax payments set forth above, during each Tax Year of Commercial Operation, GMP shall make a Supplemental Payment to the Town, which shall be derived by subtracting the municipal property tax payment for that year from an amount calculated as follows:

1. For the 1st through 5th Tax Years: Four Hundred Thousand Dollars (\$400,000.00) plus \$5,000 for each megawatt by which the Total Project Capability exceeds 36 megawatts, with payments reflecting fractions of megawatts prorated.
2. For the 6th through 10th Tax Years: \$32,500 each year in addition to the payments in 1.
3. For the 11th through 15th Tax Years: \$32,500 each year in addition to the payments in 2.
4. For the 16th through 20th Tax Years: \$32,500 each year in addition to the payments in 3.
5. For the 21st through 25th Tax Years: \$32,500 each year in addition to the payments in 4.

Subject to the *force majeure* provisions in subsection (f) below, during the first and last Tax Year following the beginning of Commercial Operation, the Supplemental Payment shall be prorated to reflect the Total Project Capability during that first or last fractional Tax Year and the fraction of that Tax Year during which the Project (or a fraction thereof) is in Commercial Operation.

In no event will the Supplemental Payment be less than zero; if GMP's municipal property tax obligation is greater than the Supplemental Payment in a given Tax Year no Supplemental Payment shall be due from GMP for that Tax Year.

e. Taxes on Additional Property

GMP shall pay property taxes in the ordinary course on any real property in Lowell other than as listed on Attachment 1 *provided, however*, that the FMV of GMP-owned Project infrastructure as listed on Attachment 1 (including, but not limited to the Project buildings, roads, substations, transformers, and transmission lines until they interconnect with a substation within Lowell) shall be calculated using the methodology in Section 1.a. above and shall not be double-counted in the taxation of such after-acquired property.

f. Force Majeure

The Supplemental Payments shall be adjusted downward upon a showing by GMP that the Project's output at the point of interconnection with the substation is reduced, due to a *force majeure* event. The downward adjustment in payment shall be calculated *pro rata* based on the temporary reduction of the Total Project Capability as a result of the *force majeure* event, shall be calculated using the methodology in paragraph d. above, and shall continue for so long as the Project's output at the point of interconnection is reduced due to the *force majeure* event.

A *force majeure* event is an event (a) the occurrence and severity of which could not with reasonable diligence and foresight have been anticipated by GMP and (b) is beyond the reasonable control of GMP. Provided these criteria are met, *force majeure*

events include, but are not limited to, fire, lightning, earthquake, ice storm, other weather-related events, sabotage, acts of nature, acts of war, terrorism, strike and civil disobedience. If GMP is unable to meet its obligations herein by reason of a *force majeure* event, it shall use commercially reasonable efforts to restore operations and performance as soon as practicable.

g. Limitation on Town Fees and Charges

The Town shall not impose any other fees, dues, or other types of payments beyond those provided for in this Agreement, with the exception of fees normally charged for Town services, such as permits, applications, copies and the like.

h. Satisfaction of Payment Obligations

GMP's payments under this Agreement satisfy any financial obligations that GMP may have to the Town with respect to the construction and operation of the Project, except as otherwise provided below.

i. Right to Information

At the Town's reasonable request and at its sole expense, GMP shall produce its records and calculations of the Project's annual output and GMP's operating expenses associated with the Project property listed on Attachment 1, as the Town seeks in order to verify the basis of any valuations made pursuant to this paragraph. If requested by GMP, the Town shall protect the confidentiality of such records and calculations. Nothing in this paragraph shall obligate GMP to retain its business records relating to Project output or Project operating expenses for longer than six years.

2. Communications

- a. At the commencement of construction, GMP shall establish a maintenance facility located in Lowell at the Project site. Until the Project is decommissioned, such maintenance facility will be used by GMP or its designated representatives and hours of operation shall be dictated by activities at the Project site. GMP shall maintain a 24-hour telephone number for use in emergencies and shall post that telephone number on GMP's website.
- b. GMP shall supply to the Town during design and construction phases of the Project copies of site work plans and general specifications, construction schedule, and the name, email and postal addresses and phone numbers of the Kingdom Community Wind Project manager and of any other personnel whom the Town should contact if the project manager is not available, at any time during the day or evening should a situation arise that requires immediate notification. All communications shall be conducted through the project manager or his designee, and the Town shall not directly contact any of GMP's contractors

or subcontractors.

- c. In the event that any additional significant construction or significant unscheduled maintenance is required beyond what is expressly and specifically approved in the Project's Certificate of Public Good ("CPG") or any post-CPG approval issued by the PSB that would have the likelihood of materially impacting Town-owned property, GMP shall provide the Town notice of the required work in a timely fashion in order to address any questions and concerns prior to commencement of work. Emergency repairs, however, shall not be subject to this notification requirement. This obligation is in addition to other obligations under Section 3 — Project Construction Impacts.
- d. In general, GMP and the Town shall make good-faith efforts to assure that open communications exist between GMP and the Town.

3. Project Construction Impacts.

a. GMP shall:

- i. Submit to the Town for prior review and prior approval the plans for any work related to the Project that abuts, joins, or requires alteration of any Town highways or trails, including Class 4 roads. The Town shall have twenty-one (21) calendar days to review and approve such plans, such approval not to be unreasonably withheld, conditioned or delayed. Failure of the Town to act within this time period shall constitute approval of such plans.
- ii. Contemporaneously with GMP's submission to any regulatory authority for review, submit to the Town for prior review and prior approval the plans for any work related to the Project that affects drainage along, across, above or below Town highways, including Class 4 roads. The Town shall have twenty-one (21) calendar days to review and approve such plans, such approval not to be unreasonably withheld, conditioned or delayed. Failure of the Town to act within this time period shall constitute approval of such plans.
- iii. Promptly repair or correct, at GMP's sole expense, any damage to Town highways, drainage structures, or other Town-owned infrastructure caused by GMP or its contractors during construction and/or operation of the Project. Should GMP fail to make such repairs in a reasonable period of time after receiving actual notice of the damage and the resulting conditions pose undue risks to public safety or the environment, the Town may elect to make the repairs itself. In such an event, GMP shall pay all reasonable, documented costs associated with the repairs.
- iv. Upon reasonable advance notice, provide Town officials or authorized representatives with reasonable access to the Project site during design and construction phases of the Project during normal business hours. All requests

for access shall be made through the Kingdom Community Wind Project manager or the Project manager's designee and any Town officials and their authorized representatives shall be accompanied on-site by the Kingdom Community Wind Project manager or her/his designee. The Town agrees to limit the number of such requests and the number of persons attending site visits to only what is reasonably necessary, and GMP retains the right to manage all site visit requests consistent with the needs of the Project, as well as health and safety concerns. Town officials and their authorized representatives shall make themselves aware of and abide by GMP's job site regulations, if any, including without limitation, environmental protection, dust control, safety, and security.

- v. Provide to the Town, in electronic and hard copy form, the final drawings for any improvements that received Town and PSB approval and provide as-built or equivalent drawings of the site work on the entire Project upon completion of the construction of the Project.
- b. Notwithstanding the Town's approval rights specified above, the Parties acknowledge that the PSB has ultimate review and approval authority over all Project plans. Any action taken by the Town hereunder may not be materially inconsistent with, or have the effect of altering or modifying any order, judgment, decision or approval of the PSB; *provided, however*, that the Town does not waive any rights to present a case at the PSB consistent with Section 11 below, nor does it concede that it lacks any jurisdiction that it has by law. The Town shall retain the right to appeal a PSB decision regarding the Project, limited to the following circumstances: (i) the PSB decision is significantly different and materially inconsistent with the Project as proposed by GMP and reflected in this Agreement (including any significant and material project changes of which GMP has notified the Town and to which the Town has not objected); and (ii) the PSB decision regarding the Project creates additional burdens to the Town over and above any associated with the Project as proposed by GMP.

4. Potential Impacts to Private Property

- a. GMP affirms that at present its Project plans do not call for physical improvements or changes to be made to any private land that is not subject or will not be subject to an agreement between GMP and the property owner, except that certain transmission lines or other equipment could be rebuilt which could be subject to agreements between Vermont Electric Cooperative, Inc. and/or GMP and one or more owners of private property.
- b. GMP has worked and shall continue to work with consulting engineers and state officials to ensure that the Project is built and operated in a safe and commercially sound manner. In addition,
 - i. During Project construction, GMP shall carry liability insurance in an amount no less than \$5,000,000, and will ensure that its general contractors carry

sufficient liability insurance to cover property damage claims. Proof of such insurance shall be provided to the Town;

- ii. Prior to construction, GMP shall undertake any necessary baseline monitoring of conditions concerning properties that have the potential to be affected by the Project, as determined by GMP's consulting engineers. Such monitoring may include water well testing, surveying of septic systems, and inventorying the current condition of roads and drainage systems. GMP shall include a proposed baseline monitoring program in the final plans that will be submitted to the PSB;
 - iii GMP shall identify a contact person and phone number that private property owners may contact; and
 - iv. GMP shall act in good faith to respond in a timely manner to any reports of physical damage to private property and to ascertain whether the damage was caused by the Project, and if so, to remedy the damage.
- c. Any legal rights, responsibilities and obligations with respect to private property damage claims are matters between GMP and private landowners, and this Agreement shall not create any rights of persons or entities other than the Parties to enforce the Agreement, nor any rights of the Town to enter into, mediate or enforce any such obligations in court or otherwise.

5. Changes to Project

The Parties acknowledge that the PSB has ultimate regulatory control over the Project and the details thereof. If the PSB grants a CPG and GMP chooses in its sole discretion to proceed with the Project, GMP must build the Project in accordance with the terms of such approval. If for any reason, changes are necessary and are outside of what the PSB has approved, the Town or GMP or both, as the case maybe, will petition the PSB to make such amendments to the CPG. If these amendments are subsequently approved by the PSB, GMP shall notify the Town of such amendments. Nothing in this Agreement prevents the Town from opposing such a petition brought by GMP if the Town concludes the change is not in the Town's best interests.

6. Representations, Warranties and Covenants

- a. GMP represents, warrants and covenants that GMP
 - i. Is and shall be, at all times while this Agreement is in effect, the lessee or owner of the Project and have all rights to the real property on which the Project will be constructed that are necessary to construct and operate the Project;
 - ii. Maintains and shall maintain, at all times while this Agreement is in effect, adequate financial resources or have access to adequate financial

resources required to perform all of the obligations herein to be performed by it;

- iii. Has and shall have, at all times this Agreement is in effect, the power to assure that services or equipment or materials for the Project will be performed or caused to be performed;
- iv. Is and shall be, at all times this Agreement is in effect, responsible for the operation and maintenance of the Project, either directly or through a contracted entity.

b. GMP shall defend, indemnify and hold harmless the Town from any and all claims, disputes and legal or regulatory actions that may be brought against the Town by any contractor, subcontractor or other firm or person alleging nonpayment for services rendered or materials furnished to GMP and from any and all claims, disputes and legal or regulatory actions that may be brought against the Town based upon GMP's negligent acts or omissions, or GMP's willful misconduct. Notwithstanding the above, GMP will not indemnify the Town for any claim, dispute or legal or regulatory actions resulting from the Town's negligent acts or omissions or the Town's willful misconduct or for any other actions by the Town that are in derogation of its obligations under law or this Agreement.

c. The Town represents and warrants that it has the general authority to enter into this Agreement.

d. Each Party represents and warrants to the other that each signature appearing on the signature page to this Agreement is the true and correct signature of a duly authorized representative or agent of such Party, that such representative or agent has the capacity and authority to bind such Party and that no consent, waiver, approval, order, permit or authorization of or filing with or notification to any person or governmental entity is required on behalf of such Party in connection with the execution, delivery and performance of such Party of its obligations hereunder.

7. Transferees, Successors, and Assigns

This Agreement in its entirety shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their successors and assigns, and any persons or entities to which are transferred the Project or any rights or components of the Project, to the same extent as if such persons or entities were recited as parties to this Agreement, and notwithstanding the terms of any such assignments or transfer. In the event of assignment or transfer, the assignee(s) or transferee(s) shall be substituted for GMP in this agreement in all respects. Notwithstanding anything in this Agreement to the contrary and subject to the jurisdiction of the PSB and other applicable regulatory authority, nothing in this Agreement shall prevent GMP from assigning or transferring to a third party the Project (including any Certificate of Public Good and other regulatory approval necessary for Project ownership, maintenance and operation) and this Agreement, by operation of law (such as through a merger

or consolidation) or otherwise. By the acceptance of such assignment or transfer, the assignee or transferee will be substituted for GMP and be bound by all of the terms of this Agreement including, without limitation, by the representations, warranties and covenants in paragraph 6.a. to the full extent that GMP is bound by such representation, warranties and covenants.

8. Decommissioning

GMP shall be responsible for decommissioning the Project at the end of its useful life. While the PSB will be the ultimate approving entity of the decommissioning, GMP and the Town agree that when decommissioning occurs, it will consist of the removal of the wind turbines, transformers (if separate), and overhead power collection lines. All concrete foundations shall be removed to a depth of 2 feet below grade. All underground infrastructure will be abandoned in place. Areas where subsurface components are removed will be graded to match adjacent contours, and allowed to re-vegetate naturally. All road materials will remain.

9. Sound

Within twelve (12) months of the date of first Commercial Operation, GMP shall complete a baseline sound monitoring study in order to obtain measurements to evaluate levels produced from the Project's actual operation as compared with pre-construction modeled data. GMP shall make the results of such study available to the Town. This arrangement will protect both GMP and the Town from future controversy over the sound levels from the Project and, over the life of the Project, will help the Town monitor the condition of the turbines for comparison with such baseline results. GMP and the Town shall cooperate as necessary to ensure that accurate monitoring and analysis is conducted.

10. Maintenance and Fire Protection

- a. GMP shall operate the Project in accordance with prudent utility practices and in accordance with the manufacturers' requirements for maintenance of Project equipment.
- b. In the event that the Project receives fire protection services through an entity that is not controlled by the Town, GMP will be responsible for any incremental fees attributable to the provision of such services to the Project.
- c. GMP shall own equipment in Lowell sufficient to access the Project site in all weather. GMP will provide at the Project site any equipment it deems necessary for the safety and welfare of its employees at the Project site, including but not limited to: specialized harnesses for use in climbing Project wind towers and a motorized snow cat or other equipment sufficient to access the Project site. During the term of this Agreement, GMP or its designee shall periodically offer training to Town emergency responders on emergency techniques for accessing the Project site and its wind towers. The Town's emergency responders shall have the option, but not the obligation, to accept such periodic training from GMP or its designee.

11. Use of Local and Regional People and Resources

Provided the Project receives PSB approval, GMP shall pre-qualify contractors and suppliers to bid on Project work and then solicit bids for goods and services among those qualified. GMP shall publish prior notice of its pre-qualification process and requirements in at least one newspaper with distribution in the region where the Town is located. Such notice shall include at a minimum contact information for GMP personnel with the authority to make decisions with respect to the pre-qualification process and a date by which any responsive pre-qualification materials must be received by GMP. GMP will attempt to use local and regional firms and labor in Project activities.

12. Cooperation by the Parties

- a. The Town shall cooperate with GMP before the Public Service Board and other state, federal and county instrumentalities. If, after the execution of this Agreement, GMP discloses to the Town any proposed significant changes to the Project that may materially impact the Town's rights hereunder and the Town concludes that such changes are acceptable, the Town, acting within the bounds of its authority, shall cooperate with GMP in dealing with State of Vermont agencies, the Vermont legislature, and the Northeastern Vermont Development Association, and shall support GMP's petition to the PSB, including the filing of appropriate testimony, exhibits and other filings related to the Project's compliance with the section 248 criteria including, but not limited to, subsections (b)(1), and (b)(5), as well as any other permit, application, or approval GMP requires to operate the project.
- b. The Parties acknowledge that the Town may present its independent position on issues to be decided by the PSB, provided the Town acts consistently with the other provisions of this section.
- c. GMP and the Town each agree that they will not take actions during the 248 proceeding that undermine this Agreement.

13. Effective Date and Term of this Agreement

- a. This Agreement shall be effective as of the date recited at the beginning and shall remain in effect for 25 years or until the Certificate of Public Good or another permit or license required for GMP to operate the Project is revoked or expires by its terms, or until the Project permanently ceases to operate for another reason, whichever occurs first; provided, however, that the parties may terminate the Agreement at any time upon mutual written consent.
- b. In the event that this Agreement ends by expiration of the Certificate of Public Good or this Agreement expires according to its terms and GMP or the then-owner of the Project wishes to continue to operate the Project, the Parties will negotiate in good faith to arrive at a new agreement that will govern their relationship during such continued operation. If such an agreement is reached it shall be submitted to

regulatory authorities in connection with any review to determine whether continued Project operation is in the public good.

- c. Nothing in this Agreement shall obligate GMP to build and operate the Project, or if the Project is permitted and built to continue to operate the Project, which shall be decisions within GMP's sole discretion. All payment obligations, other than those for payment of expenses related to repairs or corrections, if any, incurred pursuant to paragraph 3.a.iii. hereof, shall be in effect only during the time the Project is operated.
- d. Notwithstanding the foregoing, this Agreement shall terminate if the PSB denies GMP's petition to construct and operate the Project and such denial is upheld on appeal, if an appeal is taken.

14. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of the State of Vermont. The Town and GMP shall ask that the PSB include the full terms of this Agreement, by reference or otherwise, in any Order or CPG authorizing construction of the Project. This Agreement may be enforced by the PSB as a condition of construction and operation of the Project and the PSB and the state and federal courts situated in the State of Vermont have sole jurisdiction over the Parties to entertain and decide any and all actions that may arise under or in connection with this Agreement.

15. Integration.

This Agreement incorporates the entire understanding of the Parties concerning the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, on the subject.

16. Amendments.

This Agreement may be modified only with the written consent of each Party.

17. Severability.

If any term of this Agreement is held by the PSB or a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

18. Limitation On Liability.

Notwithstanding any provision of this agreement to the contrary, in no event shall either party be liable to the other party or its representatives for any indirect, non-compensatory, incidental, punitive or exemplary damages of any type, whether arising in contract or tort (including

negligence, whether sole, joint or concurrent or strict liability) or otherwise, arising out of this agreement.

19. Section Headings.

The section headings in this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.


20. No Third Party Beneficiary

Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights or any other rights of any kind in any person or entity not a party to this Agreement.


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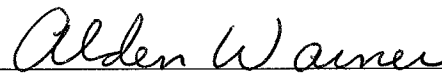
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GREEN MOUNTAIN POWER CORPORATION

By: 
Name: Robert Griffin
Title: VP Power Supply & Risk Mgmt

TOWN OF LOWELL

By: 
Name:
Chairman

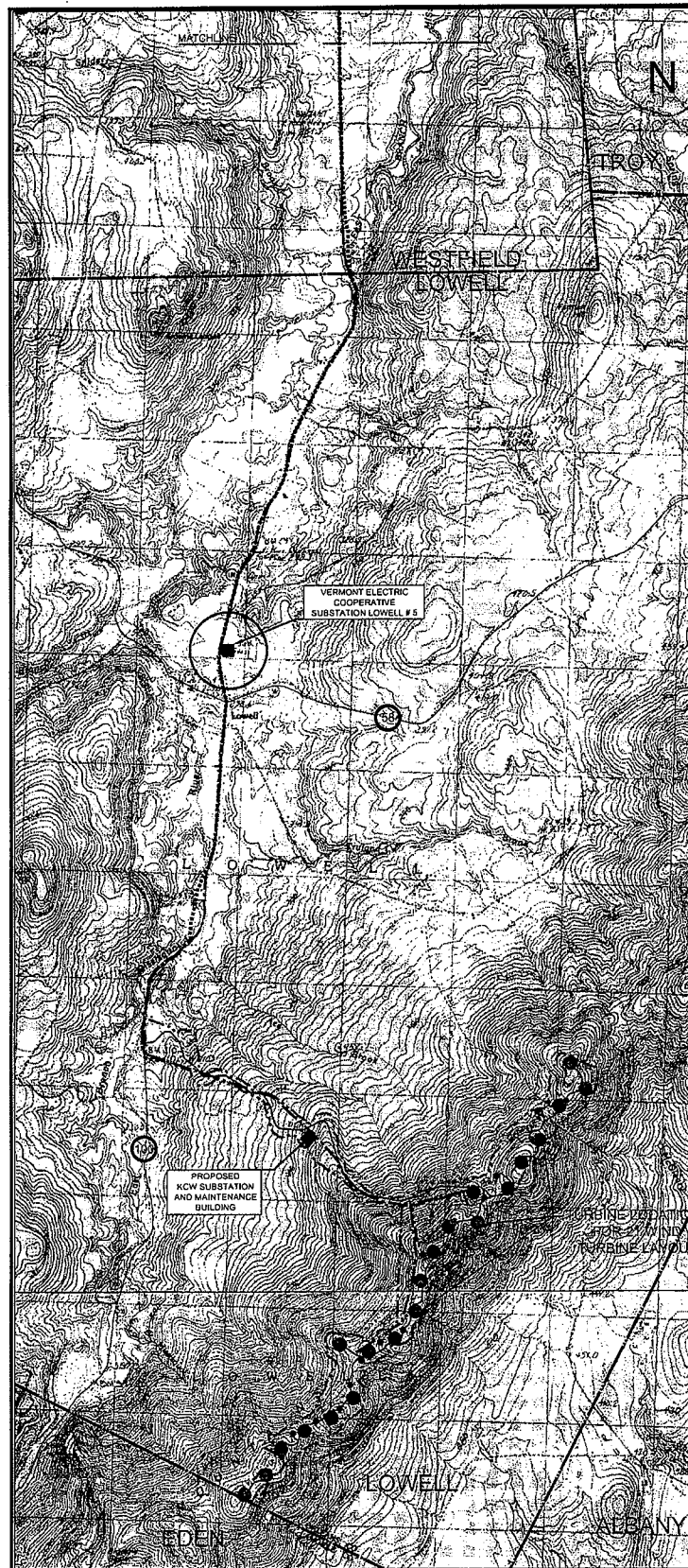
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Lowell Agreement
Attachment 1 (p. 1 of 2)

The GMP-owned Project elements and associated easement interests subject to this Agreement shall be deemed to include the wind turbines and related infrastructure running up to and including the metering point at the planned Vermont Electric Cooperative, Inc. ("VEC") Lowell Substation #5, including any modification or replacement thereof. These elements and interests include but are not limited to the wind farm on Lowell mountain consisting of all installed turbines, towers, foundations and service roads, buildings and other structures, service vehicles, the electricity collector system running above and below ground among the turbines, the proposed Kingdom Community Wind substation, and all transmission infrastructure (including but not limited to wires, guys, poles, SCADA equipment, GMP-owned fiber and associated communications equipment) running north to the VEC Lowell Substation #5 and any other GMP-owned building, land right, fixture or equipment necessary to maintain and operate the wind farm between the turbines and the VEC Lowell Substation #5. This definition of GMP Project elements does not include:

- 1) any underbuilt distribution lines not serving the Project on said utility poles, whether owned by VEC or otherwise;
- 2) any wires or lines not serving the Project and belonging to persons or entities other than GMP, attaching to GMP's poles or the wind towers (such as, by way of example and not limitation, telephone, cable or other communications lines, cell phone repeaters or communications antennas owned by third parties)
- 3) the VEC Lowell Substation #5; and
- 4) any transmission lines north of the VEC Lowell Substation #5.



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KINGDOM COMMUNITY WIND TRANSMISSION LINE UPGRADE PROJECT OVERVIEW

● PROPOSED TURBINE LOCATION (24 WIND TURBINE LAYOUT)